

JAWAD SEBRING, LLC,

Plaintiff,

v.

WESTCHESTER SURPLUS LINES  
INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF THE 10TH  
JUDICIAL CIRCUIT IN AND FOR  
HIGHLANDS COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

\_\_\_\_\_/

**COMPLAINT**

**COMES NOW**, the Plaintiff, JAWAD SEBRING, LLC, by and through the undersigned counsel and hereby files this Complaint against the Defendant, WESTCHESTER SURPLUS LINES INSURANCE COMPANY, and as grounds therefore state as follows:

1. That this is an action for damages in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), exclusive of interest, attorney fees and costs, and is otherwise within the jurisdictional limits of this Court.

2. That at all times material hereto the Defendant was an insurance company authorized to do business in the State of Florida and doing business in HIGHLANDS County, Florida.

3. That at all times material hereto the Plaintiff was and is a resident of HIGHLANDS County, Florida, and are otherwise *sui juris*.

4. That at all times material hereto, Plaintiff and Defendant had a policy of insurance, Policy Number FSF16162784 001, on Plaintiff's residence located at 2812 US 27 N, SEBRING, FL 33870, which afforded various types of coverages including coverage for damage to dwelling,

other structures, personal property, and for loss of use. Plaintiff is not in possession of a copy of the policy but believe one to be in possession of Defendant.

5. On or about April 4, 2022, the above-described property was damaged as the result of a hailstorm. Defendant acknowledged claim and assigned claim no. KY22K2425203.

6. As a result of this incident, the Plaintiff has suffered damage to the building on the subject property, damage to contents, and loss of use of the property and possessions therein.

7. The Plaintiff has furnished the Defendant with timely notice of the loss, proof of claim and have otherwise performed all conditions precedent to recover under the policy and under the applicable Florida Statutes, but the Defendant has refused and continues to refuse to pay either part or all of the Plaintiff's claim.

#### **COUNT I – BREACH OF CONTRACT**

Plaintiff readopts and realleges Paragraphs 1 through 7 above as if fully stated herein, and further alleges as follows:

8. That the Defendant's denial of coverage and refusal to pay the full amount of the claim was contrary to the terms of the policy and/or Florida law and was a breach of said contract of insurance.

9. The Plaintiff has been damaged by the Defendant's breach of said contract of insurance by having not been compensated for the damage sustained to the building on the subject property, damage to contents, and loss of use of the property and possessions taken from therein.

10. That as a direct and proximate result of the Defendant's refusal to pay the Plaintiff's claim, the Plaintiff has been required to retain the services of the undersigned attorneys to represent

and protect the Plaintiff's interests and Plaintiff has become obliged to pay them a reasonable fee for their services in bringing this action.

11. In the event that the Plaintiff prevails in this action, Plaintiff is entitled to an award of attorney fees and costs pursuant to Florida Statute Section 627.428 or other Florida law.

**WHEREFORE**, the Plaintiff, JAWAD SEBRING, LLC, demand judgment against the Defendant, WESTCHESTER SURPLUS LINES INSURANCE COMPANY, for damages including but not limited to damage to the building, contents, loss of use, interest allowed by law, and reasonable attorney fees and costs pursuant to Florida Statute Section 627.428 or other Florida law, and the Plaintiff demands trial by jury of all issues triable as a matter of right by jury.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury of all issues to triable as a matter of right.

Dated this Friday, September 23, 2022.

By: /s/ Jesus David Moises

Jesus David Moises, Esq.

Florida Bar No. 104457

By: /s/ Daniel R. Gross

Daniel R. Gross, Esq.

Florida Bar No. 91124

**MOISES|GROSS, P.L.L.C.**

Counsel for Plaintiff

999 Ponce de Leon Blvd. Ste. 945

Coral Gables, FL 33134

E-mail: [service@moisesgross.com](mailto:service@moisesgross.com)

Secondary E-mail: [rnieto@moisesgross.com](mailto:rnieto@moisesgross.com)

Office: (305) 306-3055

Facsimile: (305) 907-5319